### BIDDING DOCUMENTS FOR INSTALLATION OF POTABLE & NON-POTABLE WATER SERVICES AND MAINS: 2009-2010 (REBID)

**BID OPENING** 

3:00 P. M.

**THURSDAY** 

JANUARY 14, 2010

NAME OF BIDDER:

Sanco Pipelines, Inc.

(Intentionally left blank)

### PROPOSAL TO CITY OF SAN JOSE FOR

## INSTALLATION OF POTABLE & NON-POTABLE WATER SERVICES AND MAINS: 2009-2010 (REBID)

Name of Bidder:

The representations herein are made under penalty of perjury.

To: The Honorable Council of the City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Specifications approved by the Director of Environmental Services Department on , 20 entitled INSTALLATION OF POTABLE & NON-POTABLE WATER SERVICES AND MAINS: 2009-2010 (REBID) on file in the office of the Director of Environmental Services Department and the City Clerk of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Environmental Services Department and the City Clerk, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Environmental Services Department and the City Clerk, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or the Director of Environmental Services Department as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract.

If the bidder or other interested persons is a <u>corporation</u>, <u>state legal name of corporation</u>, also names of the <u>President</u>, <u>Secretary</u>, <u>Treasurer</u>, and the <u>Manager thereof</u>; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with

the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitter with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City Clerk of the City of San Jose may, at its option, determine that the bidder has abandoned his contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

- 1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of total of the bid including all alternatives.
- 2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor and the description of work to be done by each subcontractor.
- 3. A statement of financial responsibility, technical ability, and experience if such information is not already on file with the City.

City may, at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

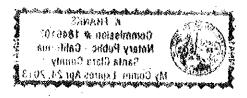
The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.

### NONCOLLUSION AFFIDAVIT

| Project Title: Installation of Potable & Non-Potable   | Water Services and Mains: 2009-2010 (Rebid),   |
|--|--|
| Donald Drexel  | ( print name)  |
| made in the interest of, or on behalf of, any undisclost organization, or corporation; that the bid is genuine a or indirectly induced or solicited any other bidder to indirectly colluded, conspired, connived, or agreed wanyone shall refrain from bidding; that the bidder has agreement, communication or conference with anyon to fix any overhead, profit, or cost element of the bid advantage against the public body awarding the cont statements contained in the bid are true; and further, or her bid price or any breakdown thereof, or the conthereto, or paid, and will not pay, any fee to any corp bid depository, or to any member of agent thereof the In accordance with Title 23, United States C of perjury, that he/she has not, either directly or indirectly contract. Bidders are cautioned that making a false of | is the party making the foregoing bid that the bid is not sed person, partnership, company, association, and non collusive or sham; that the bidder has not directly put in a false or sham bid, and has not directly or with any bidder or anyone else to put in a sham bid, or that is not in any manner, directly or indirectly, sought by ne to fix the bid price of the bidder or any other bidder, or price, or of that of any other bidder, or to secure any ract of anyone interested in the proposed contract; that all that the bidder has not, directly or indirectly, submitted his tents thereof, or divulged information or data relative to oration, partnership, company, association, organization, be effectuate a collusive or sham bid.  Ode, Section 112, the bidder hereby states, under penalty rectly, entered into any agreement, participated in any |
| proposal and all accompanying documents are tr   |  |
| Executed on 1/14/10  | Donald Drexel-CFO/Vice President/Secretary Braden Schrader - Vice President Shannon Connelly - Vice President  |
| Sanco Pipelines, Inc   | Shannon Connelly - Vice President<br>City Business Lic, No. 6239290210   |
| Legal Company Name   | Expiration Date: 7/15/10 State Contractor Lic. No. 160382  |
| A California Corporation   | Classification: Class A  |
| Indicate Type of Entity: Sole Proprietorship,  | Expiration Date: 2/28/11   |
| Partnership (General/Limited Partners),  | Federal I.D. No. 94-1353416  |
| Corporation, Joint Venture, etc.   | Address: 368 E. Campbell Avenues, Suite 200 Campbell, CA 95008   |
| By: William  | Telephone: (408) 377-2793  |
| Title: Donald Drexel, Vice Pres  | ident<br>:***************  |
| NOTARY<br>On   |  |
| Donald Drexel  | proved to me on the basis of satisfactory evidence) to be  |
| the person(s) whose name(s) is/are subscribed to the he/six/hex executed the same in his/her/their author  | within instrument and acknowledged to me that ized capacity(ies), and that by his instrument signature(s) on f of which the person(s) acted, executed the instrument.  |
| Signature Notary Public  | (Seal)  K. FRANKS Commission # 1846107 Notary Public - California Santa Clara County My Comm. Expires Apr 24, 2013   |

(Intentionally left blank)



### BIDDER'S BOND

### KNOW ALL MEN BY THESE PRESENTS:

|          | _ , _ , _ , ,   | *                                 |
|----------|---|-----------------------------------|
|          | That we, Sanco Pipelines, Inc.  | as PRINCIPAL, and                 |
| ravelers | Casualty and Surety Company of America a corporation duly organized   | under the laws of the State of    |
|          | Connecticut and duly licensed to become sole surety on bonds re   | quired or authorized by the State |
|          | of California, as SURETY, are held and firmly bound unto the City of San Jos  |                                   |
|          | in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF  |                                   |
|          | named, submitted by said Principal to the City of San Jose, for the work descri   | ibed below; for the payment of    |
|          | which sum in lawful money of the United States, will and truly to be made   |                                   |
|          |   |                                   |
|          | executors, administrators and successors, jointly and severally, firmly by thes liability of the Surety hereunder exceed the sum of ten percent | of the bid amount                 |
|          | DOLLARS) (\$  |                                   |
|          | · · · · · · · · · · · · · · · · · · ·   |                                   |

### THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City Hall, San Jose, California on Thursday, January 14, 2010, for <u>INSTALLATION OF POTABLE & NON-POTABLE WATER SERVICES AND MAINS</u>; 2009-2010 (REBID)

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

| The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension. |
|---|
| In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.  |
| IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 8th day of January , 20 10.  |
| Sanco Pipelines, Inc. Travelers Casualty and Surety Company of America (Type Company Name) (Type Company Name)  |
|   |
| By Manyl mount  |
| Title Donald Drexe1, Vice President Title Danijela Mosunic, Attorney-In-Fact  |
| Ву  |
| Title Title   |

SURETY

PRINCIPAL

and the state of t

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

| State of California  |   |
|--|---|
| County of Santa Clara  |   |
| OnJanuary 8, 2010 before me, Sarah   | M. Lorincz, Notary Public  Here Insert Name and Title of the Officer  |
| personally appeared Danijela Mosunic   |   |
|  | Name(s) of Signer(s)  |
| SARAH M. LORINCZ Commission # 1805285 Notary Public - California Santa Clara County My Comm. Expires Jul 1, 2012   | who proved to me on the basis of satisfactory evidence to be the person(%) whose name(%) is/Ark subscribed to the within instrument and acknowledged to me that in the person(%), and that by Xix/herk is signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.  Certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is rue and correct. |
|  | V. Gm   |
| Place Notary Seal Above  | Signature of Notary Public  |
| Though the Information below is not required by law, it m and could prevent fraudulent removal and reate   | ay prove valuable to persons relying on the document  |
| Description of Attached Document   |   |
| Title or Type of Document:   |   |
| Document Date:   | Number of Pages:  |
| Signer(s) Other Than Named Above:  |   |
| Capacity(les) Claimed by Signer(s)   |   |
| Signer's Name:  Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing: | Signer's Name:  Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer is Representing:  |
|  |   |

© 2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chaisworth, CA 91313-2402 • www.NationalNotary.org | Item #5907 | Reorder: Call Toll-Free 1-800-876-6827

entral de la companya de la companya



### POWER OF ATTORNEY

**Farmington Casualty Company** Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

217290

Certificate No. 003235218

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

| Ronald G. Speno, Francis E. Cook, Charles M. Griswold, a   | nd Danijela Mosunic  |                      |                      |                                    |   |
|--|--|----------------------|----------------------|------------------------------------|---|
|  |  |                      |                      |                                    |   |
|  |  |                      |                      |                                    |   |
| of the City ofSan Jose   | , State ofCal  | fornia               | , th                 | eir true and lawful                | Attorney(s)-in-Fact,                      |
| each in their separate capacity if more than one is named above, other writings obligatory in the nature thereof on behalf of the  | Companies in their busin   | ess of guaranteeing  | the fidelity of pe   | rsons, guaranteein                 | nal undertakings and g the performance of |
| contracts and executing or guaranteeing bonds and undertakings   | required or permitted in a   | my actions or proce  | edings allowed by    | / law.                             |   |
|  | AMONES   |                      |                      |                                    |   |
| IN WITNESS WHEREOF, the Companies have caused this in day of September 2009  | strument to be signed and  | their corporate seal | ls to be hereto affi | xed, this                          | 16th                                      |
| Farmington Casualty Com  | hany   | St. P                | anl Mercury Inst     | irance Company                     |   |
| Fidelity and Guaranty Inst<br>Fidelity and Guaranty Inst   | rance Company  | Trav                 | elers Casualty an    | d Surety Compar<br>d Surety Compar | •   |
| St. Paul Fire and Marine I<br>St. Paul Guardian Insuran  | usurance Company   |                      | •                    | and Guaranty Co                    | •   |
| ONT WAS A PROPERTY OF THE PROP |  | INS/                 | LITY AND             |                                    | OTY III                                   |
| 1982 0 (1977) MCOMPORATED (1982)   | CORPONA)   | S CORPORATE S        | HARTFORD.            | HASTIONA)                          | BOOKSTAID)                                |
|  | S. T. T. S. T. T. S. S. T. T. S. S. S. T. S.   | SEAL                 | THE THE SE           |                                    | SAN ANDRE                                 |
|  |  |                      | , (                  | 7×1                                |   |
| State of Connecticut   |  | Ву:                  | Jany                 | Skinger                            |   |
| City of Hartford ss.   |  | /                    | George W Thomps      | son, Senior Fice Presi             | ldent                                     |
| On this the 16th day of September himself to be the Senior Vice President of Farmington Casualty   | Company, Fidelity and (  | before me persona    | ally appeared Geo    | rge W. Thompson                    | , who acknowledged                        |
| Inc., St. Paul Fire and Marine Insurance Company, St. Paul Company, Travelers Casualty and Surety Company of America   | Guardian Insurance Comp  | any, St. Paul Merc   | ury Insurance Co     | mpany, Travelers                   | Casualty and Surety                       |
| executed the foregoing instrument for the purposes therein conta   |  |                      |                      |                                    |   |
|  | EC. TETRA  |                      |                      |                                    | <u> </u>                                  |
| In Witness Whereof, I hereunto set my hand and official seal.  My Commission expires the 30th day of June, 2011.   | S KOTARA E   |                      | m/an                 | rie C. Tetreault, Nota             | ry Public                                 |
| any commission enpires me com any or sums, 2011.   | COSLUCTOR CONTRACTOR C |                      | 1710                 | 0. 22200000,1000                   | ·y : =====                                |

58440-4-09 Printed in U.S.A.

### WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelify and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th

January

Kori M. Johanson Assistant Secretary



















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

| who proved to me on the basis of satisfact evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowled to me that he/she/they executed the same his/her/their authorized capacity(ies), and that his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument person(s), or the entity upon behalf of which person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under laws of the State of California that the foregrangeraph is true and correct.  WITNESS my hand and official seal.  Signature:  OPTIONAL  Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.   |
|--|
| On   |
| who proved to me on the basis of satisfact evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowled to me that he/she/they executed the same his/her/their authorized capacity(ies), and that his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument person(s), or the entity upon behalf of which person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under laws of the State of California that the foregrangeraph is true and correct.  WITNESS my hand and official seal.  Signature:  OPTIONAL  Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.   |
| who proved to me on the basis of satisfact evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowled to me that he/she/they executed the same his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument person(s), or the entity upon behalf of which person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under laws of the State of California that the foregrargraph is true and correct.  WITNESS my hand and official seal.  Signature:  OPTIONAL  Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.   |
| who proved to me on the basis of satisfact evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowled to me that he/she/they executed the same his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument person(s), or the entity upon behalf of which person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under laws of the State of California that the foregrangraph is true and correct.  WITNESS my hand and official seal.  Signature:  OPTIONAL  Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and realtachment of this form to another document.   |
| evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowled to me that he/she/they executed the same his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument person(s), or the entity upon behalf of which person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under laws of the State of California that the foregrangraph is true and correct.  WITNESS my hand and official seal.  Signature:  OPTIONAL  Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.  |
| WITNESS my hand and official seal.  Signature:  Place Notary Seal and/or Stamp Above  OPTIONAL  Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.  Description of Attached Document  |
| Signature:  Place Notary Seal and/or Stamp Above  OPTIONAL  Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.  Description of Attached Document  |
| Place Notary Seal and/or Stamp Above  OPTIONAL  Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.  Description of Attached Document  |
| Place Notary Seal and/or Stamp Above  OPTIONAL  Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.  Description of Attached Document  |
| Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.  Description of Attached Document  |
| Description of Attached Document  Title or Type of Document:  Bid Bond - 2009-2010 Potable, Non-Potable Water  |
| rue or Type of Document.   |
| D. Albert of Decree  |
| Document Date:Number of Pages:   |
| Signer(s) Other Than Named Above:  |
| Signer's Name:   |
| □ Corporate Officer — Title(s): □ Corporate Officer — Title(s):  |
| ☐ Individual RIGHT THUMBERINT ☐ Individual RIGHT THUMBERINT  |
| OF SIGNER □ Partner □ Limited □ General   Top of thumb here □ Partner □ Limited □ General   Top of thumb here □ □ Partner □ Limited □ General   Top of thumb here □ □ Partner □ □ Limited □ General   Top of thumb here □ Detail   Top of thumb here □ Detail |
| ☐ Attorney in Fact ☐ Attorney in Fact  |
| ☐ Trustee ☐ Trustee  |
| ☐ Guardian or Conservator ☐ Guardian or Conservator  |
| □ Othory   |
| Other.   |

K. FRANKS
Commission # 1846 107
Nestry Pushic - Celificinia
Santa Clara County
My Comm. Expires Apr 24, 2013

### STATEMENT OF BIDDER'S EXPERIENCE

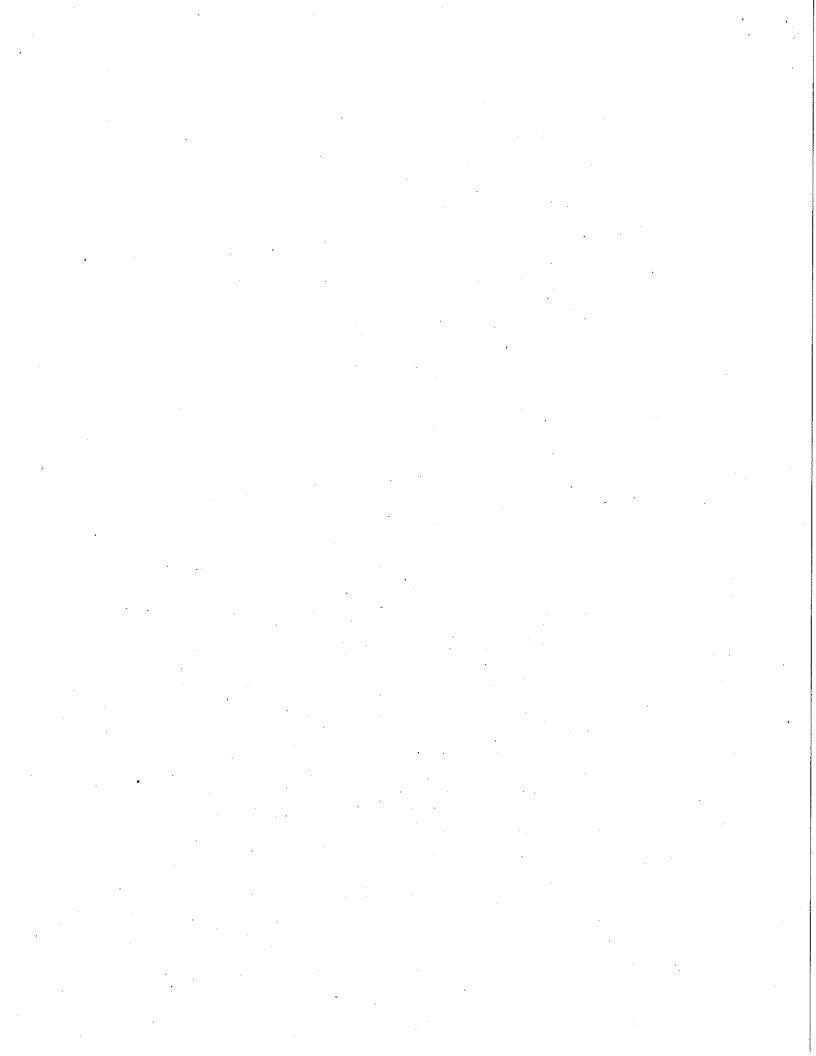
The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

| PROJECT NAME                 | AGENCY/ENTITY               | CONTRACT AMOUNT |
|------------------------------|-----------------------------|-----------------|
| Route 880/Coleman, San Jose  | San Jose Water Company      | 763,173.00      |
|                              |                             |                 |
| 26th, 27th & 28th St., San J | ose San Jose Water Company  | 776,620.00      |
|                              |                             |                 |
| Saratoga Avenue, San Jose    | San Jose Water Company      | 696,113.00      |
|                              |                             |                 |
| San Antonio Ct, San Jose     | San Jose Water Company      | 256,249.00      |
| Kirk Avenue, & McKee Rd, San | Jose San Jose Water Company | 708,858.00      |
|                              |                             |                 |
| Delta Coves, Bethel Island   | Top Grade Construction      | 18,800,000.00   |
|                              |                             |                 |
| The Plant, San Jose          | DeSilva Gates Const.        | 4,555,715.00    |
| •                            |                             |                 |
| Stonebrae Country Club, Hayw | ard Granite Construction    | 7,088,630.00    |

(Intentionally left blank)

SCHEDULE OF QUANTITIES INSTALLATION OF POTABLE AND NON-POTABLE WATER SERVICES AND MAINS: 2009-2010 REBID

| ITEM       | SPEC.    | ITEM SPEC DESCRIPTION  | TINO | QTY. | UNIT PRICE | TOTAL      |
|------------|----------|--|------|------|------------|------------|
|            | SEC.     |  |      | ,    |            | !          |
| _          | 6        | Furnish foreperson - Straight Time   | 光    | 1200 | 86.44      | 103,728.00 |
| 2a         | 6        | Furnish foreperson – Overtime (1-1/2X)   | 뚶    | 20   | 110.33     | 2,206.60   |
| 2b         | 6        | Furnish foreperson – Overtime (2X)   | 王.   | 10   | 134.22     | 1,342.20   |
| 8          | 6        | Furnish equipment operator, all classifications - Straight Time<br>(Backhoe, Loader, Excavator)  | 壬    | 006  | 81.85      | 73,665.00  |
| <b>4</b> a | 6        | Furnish equipment operator, all classifications - Overtime (1-1/2X) (Backhoe, Loader, Excavator) | H    | 20   | 103.83     | 2,076.60   |
| 4b         | တ        | Furnish equipment operator, all classifications - Overtime (2X)<br>(Backhoe, Loader, Excavator)  | £    | 10   | 125.82     | 1,258.20   |
| 2          | 6        | Furnish teamster, all classifications -Straight Time   | 光    | 250  | 61.14      | 15,285.00  |
| Ga         | <u></u>  | Furnish teamster, all classifications -Overtime (1-1/2X)   | H    | 20   | 78.30      | 1,566.00   |
| <b>q</b> 9 | 0        | Furnish teamster, all classifications -Overtime (2X)   | 光    | 10   | 95.47      | 954.70     |
| 7          | ი        | Furnish laborer, all classifications - Straight Time   | HR   | 2100 | 61.14      | 128,394.00 |
| 88<br>83   | o        | Furnish laborer, all classifications - Overtime (1-1/2X)   | HR   | 30   | 78.30      | 2,349.00   |
| 98<br>9    | 6        | Furnish laborer, all classifications - Overtime (2X)   | H.R. | 15   | 95.47      | 1,432.05   |
| တ          | <b>6</b> | Furnish concrete finishers - Straight Time   | H    | 80   | 61.14      | 4,891.20   |
|            |          |  |      |      |            |            |



# SCHEDULE OF QUANTITIES INSTALLATION OF POTABLE WATER SERVICES AND MAINS: 2009-2010 REBID

| TOTAL                  | 783.00   | 954.70                                     | 1,222.80   | 313.20   | 190.94   | 3,960.00  | 1,188.00   | 00.099  | The state of the s | 11,141.40                 | 29,146.00                     | 9,051.00                                   | 16,524.00                                    | 15,000.00   | 30,400.00   |
|------------------------|--|--|--|--|--|---|--|---|--|---------------------------|-------------------------------|--|--|---|---|
| UNIT PRICE             | 78.30  | 95.47                                      | 61.14  | 78.30  | 95.47  | 132.00  | 148.50   | 165.00  |  | 17.97                     | 22.42                         | 30.17                                      | 55.08  | 100.00  | 38.00   |
| QTY                    | 10   | 10   | 20   | 4  | 2  | 30  | <sub>∞</sub>   | 4   |  | 620                       | 1300                          | 300  | 300  | 150   | 800   |
| UNIT                   | HR   | HR   | H  | 光  | H.   | HR  | H  | Ή   |  | HR                        | HR                            | HR   | HR   | HR  | 丢   |
| SPEC. DESCRIPTION SEC. | Furnish concrete finishers - Overtime (1-1/2X) | Furnish concrete finishers - Overtime (2X) | Furnish plumber, all classifications - Straight Time | Furnish plumber, all classifications - Overtime (1-1/2X) | Furnish plumber, all classifications - Overtime (2X) | Certified welder with welding machine, truck, and tools – Straight Time | Certified welder w/welding machine, truck, and tools – Over time(1-1/2X) | Certified welder w/welding machine, truck, and tools – Over time (2X) | NOT IN USE   | Pickup Truck, 3/4 - 1 ton | Job Truck with tools, 1-2 ton | Dump Truck, 5 cu. yard, Bobtail Dump Truck | Dump Truck, 10 cu. yard, 10 Wheel Dump Truck | Equipment Transport, including any required pilots (5 axle) | Backhoe, Rubber Tire, 14'-18' Boom, Extend a Hoe,<br>Case 580K or equal |
|                        | 6  | 6  | 6  | 6  | 6  | 5,9   | 5,9  | 5,9   |  | 5                         | 5                             | 5  | 5  | 5   | <b>ω</b> ΄  |
| ITEM                   | 10a  | 10b  | . 11   | 12a  | 12b  | 13  | 14a  | 14b   | 15   | 16                        | 17                            | 9.   | 19   | 20  | 21  |

| ,<br>, |
|--------|
|        |

# SCHEDULE OF QUANTITIES INSTALLATION OF POTABLE AND NON-POTABLE WATER SERVICES AND MAINS: 2009-2010 REBID

| TOTAL                       | 1,100.00   | 2,000.00   | 1,162.00  | 1,000.00                    | 150.00                             | 1,000.00   | 1,900.00                                    | 600.00                         | 225.00                   | 4,500.00  | 140.00              |            | 216.00                           | 280.00                                   | 2,400.00                                | 1,800.00                |
|-----------------------------|--|--|---|-----------------------------|------------------------------------|--|---|--------------------------------|--------------------------|---|---------------------|------------|----------------------------------|--|---|-------------------------|
| UNIT PRICE                  | 110.00   | 100.00   | 83.00   | 10.00                       | 15.00                              | 50.00  | 19.00                                       | 10.00                          | 11.25                    | 75.00   | 14.00               |            | 18.00                            | 14.00                                    | 200.00                                  | 12.00                   |
| αTY                         | 10   | 20   | 14  | 100                         | 10                                 | 20   | 100   | 09                             | 20                       | 09  | 10                  |            | 12                               | 20                                       | 12                                      | 150                     |
| UNIT                        | HH   | 光  | HR  | 光                           | Ŧ                                  | Ŧ  | 光   | 포                              | 뚠                        | 품   | HR                  |            | 王 .                              | HR                                       | H                                       | λa                      |
| ITEM SPEC. DESCRIPTION SEC. | 5 Excavator, Track Mounted, 22'-32' Boom , Caterpillar 315B or equal | 5 Hydraulic Crane, Truck Mounted, 30'-65' Boom, 5-8 ton capacity | 5 Loader, Rubber Tire, 1-2 cu. yard bucket, John Deere 344 H or equal | 5 Tamper or vibratory plate | 5 Road Oiler, 200 ga. capacity min | 5 Roller, 3-5 ton capacity, Bomag Model BW135AD or equal | 5 Compressor on trailer w/tools, 85-125 CFM | 5 Water Pump (Gas/Electric) 3" | 5 Test Pump, 300 psi min | 5 Concrete Saw, 45-60 hp with applicable blades | 5 Concrete Vibrator | NOT IN USE | 5 Boring Machine, Service 2" max | 5 Tapping Machine, ¾" – 2" diameter taps | 5 Tapping Machine, 4" 12" diameter taps | 5 Hydraulic Trench Jack |
| IM SF                       |  | 8  | 4   | 2                           | 9                                  | 2 .  | 8   | 6                              | 0                        | <b>-</b>  | 32                  | 33         | 4                                | 35                                       | 36                                      | 37                      |
| Ë                           | 22   | 23   | 24  | 25                          | 26                                 | 27   | 28  | 29                             | . 30                     | 31  | က                   | ဗ          | ന                                | ro                                       | (7)                                     | r)                      |

| $\cdot$ |   |
|---------|---|
|         |   |
|         |   |
|         |   |
|         | , |
|         |   |
|         |   |
|         |   |
|         |   |
|         |   |
|         |   |
|         |   |
|         |   |
|         |   |
|         |   |
|         |   |
|         |   |
|         |   |
|         | • |
|         | 4 |
|         |   |
|         |   |
|         |   |
|         |   |
|         |   |
|         |   |
|         |   |
|         |   |
|         |   |
|         |   |

SCHEDULE OF QUANTITIES INSTALLATION OF POTABLE AND NON-POTABLE WATER SERVICES AND MAINS: 2009-2010 REBID

| TOTAL                       | 1,920.00   | 3,000.00                            | 120.00                                    | 80.00                   | 120.00                     | 250.00      | 500.00         | 3,750.00                      | 4,620.00                         | 5,640.00   | 7,140.00  | 1,524.00                        | 540.00                             | 7,520.00                           | 3,000.00                              |
|-----------------------------|--|-------------------------------------|---|-------------------------|----------------------------|-------------|----------------|-------------------------------|----------------------------------|--|---|---------------------------------|------------------------------------|------------------------------------|---------------------------------------|
| UNIT PRICE                  | 12.00  | 15.00                               | 15.00                                     | 1.00                    | 1.50                       | 2.50        | 1.00           | 25.00                         | 14.00                            | 28.20  | 17.00   | 38.10                           | 27.00                              | 188.00                             | 150.00                                |
| αTY                         | 160  | 200                                 | 8   | 80                      | 80                         | 100         | 500            | 150                           | 330                              | 200  | 420   | 40                              | 20                                 | 40                                 | 20                                    |
| TINO                        | ΔÓ   | HR                                  | HH  | DΥ                      | DY                         | Dγ          | DY             | NT                            | NT                               | N  | N   | NT                              | NT.                                | ≿                                  | ζ                                     |
| ITEM SPEC. DESCRIPTION SEC. | 5 Steel Crossing Plate, 4' min. x 10' x 1" with non-skid surface | 5 Flasherboard with Generator/Solar | 5 Trailer Mounted Light Set w/Light Tower | 5 Barricade with lights | 5 Barricade without lights | 5 Flagstand | 5 Traffic Cone | 5 Bedding Material, 0-15 tons | 5 Bedding Material, over 15 tons | 5 Backfill, Aggregate Base, Class III, 0-15 tons | 5 Backfill, Aggregate Base, Class III, over 15 tons | 5 Backfill, Pervious, 0-15 tons | 5 Backfill, Pervious, over 15 tons | 5 Concrete, Class A, 0-8 cu. Yards | 5 Concrete, Class A, Over 8 cu. Yards |
| ITEM S                      | 88   | 93<br>66                            | 04  | 41                      | 42                         | 43          | 4              | 45                            | 46                               | 47   | 48  | 49                              | 50                                 | 51                                 | 25                                    |

|   |     | •                                     | ,   |
|---|-----|---------------------------------------|-----|
|   |     |                                       |     |
|   |     |                                       |     |
|   |     |                                       | •   |
|   |     | •                                     |     |
|   |     |                                       |     |
|   |     |                                       |     |
|   |     |                                       |     |
|   |     |                                       |     |
|   |     |                                       |     |
|   |     |                                       | •   |
|   |     |                                       |     |
|   |     |                                       |     |
|   |     |                                       |     |
|   |     |                                       |     |
|   |     |                                       |     |
|   |     | ,                                     |     |
|   |     |                                       | •   |
|   |     |                                       |     |
|   |     |                                       |     |
|   |     |                                       |     |
|   | •   |                                       | •   |
|   | •   |                                       |     |
|   |     |                                       |     |
|   |     |                                       |     |
|   | •   |                                       | •   |
|   |     |                                       |     |
|   |     |                                       |     |
|   |     |                                       |     |
|   |     |                                       |     |
|   |     |                                       |     |
| * |     |                                       | ,   |
|   |     |                                       |     |
|   |     |                                       |     |
|   |     |                                       |     |
|   |     |                                       | •   |
|   |     |                                       |     |
|   |     |                                       |     |
|   |     |                                       |     |
|   |     |                                       |     |
|   | •   |                                       |     |
|   |     |                                       |     |
|   |     |                                       |     |
|   |     |                                       | •   |
|   |     | · · · · · · · · · · · · · · · · · · · |     |
|   |     |                                       |     |
|   |     |                                       |     |
|   |     | ·                                     | •   |
|   |     |                                       |     |
|   |     | ·                                     |     |
|   | •   |                                       |     |
|   |     |                                       |     |
|   |     |                                       | •   |
|   |     |                                       |     |
|   |     |                                       |     |
|   | •   |                                       | •   |
|   |     |                                       |     |
|   |     |                                       |     |
| , |     |                                       |     |
|   |     |                                       |     |
|   |     |                                       |     |
|   |     |                                       | Mr. |
|   | • * |                                       |     |
|   |     |                                       | •   |
|   |     |                                       |     |
|   |     |                                       |     |
|   |     |                                       |     |
|   | •   |                                       |     |

SCHEDULE OF QUANTITIES INSTALLATION OF POTABLE AND NON-POTABLE WATER SERVICES AND MAINS: 2009-2010 REBID

| UNIT OTY UNIT PRICE TOTAL |      | 180 97.00 17,460.00          | 91.40 5,484.00                  | 80 115.85 9,268.00                            | 40 110.20 4,408.00                               | % \$80,000 + Overhead & Profit %                              | \$92,000  |   |
|---------------------------|------|------------------------------|---------------------------------|---|--|---|---|---|
| D NIT                     |      | N<br>N                       | N<br>N                          | N<br>L  | NT<br>4  | Overhead & Profit %   | 15%   |   |
|                           | -    |                              |                                 |   |  | Cost basis (  | \$80,000  | \$80,000  |
| ITEM SPEC. DESCRIPTION    |      | Asphalt, concrete, 0-15 tons | Asphalt, concrete, over 15 tons | Cutback (cold mix) asphalt mixture, 0-15 tons | Cutback (cold mix) asphalt mixture, over 15 tons | Example calculation: Assume 15% O H & Profit – Bid amount is: | $$80,000 + (80,000 \times 15\% / 100) = $92,000.00$ | Installation Materials & Equipment: miscellaneous materials and equipment, including (but not limited to) |
| SPEC.                     | SEC. | ισ                           | īū.                             | 5   | 5  | -   |   | <u>ග</u>  |
| ITEM                      | ,    | 53                           | 54                              | 55  | 56   |   |   | 22  |

GRAND TOTAL: Six hundred forty thousand one hundred & 59/100

640,100.59

₩

| · |
|---|
|   |
|   |
|   |
|   |
|   |
|   |

## 7/1/00

## LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

|                               | 1    | т—   | 1 | Γ        | 1 | 1 | Τ |   |      |   |
|-------------------------------|------|--|---|----------|---|---|---|---|------|---|
| CONTRACT<br>DOLLAR VALUE      |      | Andreas and the state of the st |   |          |   |   |   |   |      |   |
|                               |      |  |   | <u> </u> |   |   |   |   | <br> |   |
| TYPE OF WORK                  |      |  |   |          | 9 |   |   |   |      |   |
|                               |      |  |   |          |   |   |   |   |      | - |
| LOCATION OF PLACE OF BUSENESS |      |  |   |          |   |   |   |   | ·    |   |
|                               |      |  |   |          |   |   |   |   |      | - |
| N.                            |      |  |   |          |   |   |   | ٠ |      |   |
| NAME OF SUBCONTRACTOR         | -    |  |   |          |   |   |   |   |      |   |
|                               |      | ·  |   |          |   |   |   |   |      |   |
| jas.                          | NONE |  | · |          | - | , |   |   |      |   |
|                               | Z    |  |   |          |   |   |   |   |      |   |

|   |   |         | 1 - 3 - 1 |
|---|---|---------|-----------|
|   |   |         | •         |
|   |   |         |           |
|   |   |         |           |
|   |   |         |           |
| • |   |         |           |
|   | • | ·       |           |
|   |   |         |           |
| • |   |         |           |
|   |   |         |           |
|   |   |         |           |
|   |   |         |           |
|   |   |         |           |
|   |   |         |           |
|   |   |         |           |
|   |   |         |           |
|   |   |         |           |
|   |   |         |           |
|   |   |         |           |
|   |   | •       |           |
|   | • |         |           |
|   |   |         | :         |
|   |   |         |           |
| • |   | ·       |           |
|   |   |         |           |
|   |   |         |           |
|   |   |         |           |
|   |   |         |           |
| • |   |         |           |
| • |   |         | •         |
|   |   |         |           |
|   | • |         | ·         |
|   |   |         |           |
|   |   |         |           |
|   |   |         |           |
|   |   |         |           |
|   |   | • • • • |           |
|   |   |         | •         |
|   | · | •       |           |
|   |   |         |           |
|   |   |         | •         |
|   | , |         |           |
|   |   |         |           |
|   |   |         |           |
| 1 | • |         |           |
|   |   |         | •         |